

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)

CRIMINAL NO. 4:12-cr-00057

JAMIE BOWERS-DANIELSON a/k/a)
JAMIE R. DANIELSON,)
MATTHEW DANIELSON,)
BOBBI JO WOJEWODA, and)
WADE WOJEWODA)
Defendants.)

INDICTMENT

18 U.S.C. § 1344
18 U.S.C. § 1349
18 U.S.C. § 1014
18 U.S.C. § 2

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CLERK OF DISTRICT COURT
SOUTHERN DISTRICT OF IOWA

THE GRAND JURY CHARGES:

Count 1

(Conspiracy to Commit Bank Fraud)

**(Against Defendants JAMIE BOWERS-DANIELSON, BOBBI JO WOJEWODA, and
WADE WOJEWODA)**

1. At all relevant times, defendant JAMIE BOWERS-DANIELSON worked as a loan originator, first for Wells Fargo and later for First Horizon Home Loans. Both Wells Fargo and First Horizon Home Loans are financial institutions.

2. At all relevant times, defendant BOBBI JO WOJEWODA was a real estate agent and apprentice appraiser. Her husband is WADE WOJEWODA.

3. Beginning no later than August 2003, and continuing until at least March 2007, BOWERS-DANIELSON, BOBBI JO WOJEWODA, and WADE WOJEWODA entered an agreement or understanding with each other and others known and unknown to the Grand Jury to commit bank fraud; that is, to devise or execute a scheme and artifice to defraud financial institutions out of money, property, and property rights through the use of material falsehoods,

the concealment of material facts, and the omission of material facts in connection with mortgage loans.

4. It was part of the conspiracy that BOWERS-DANIELSON used her position as a loan originator to help herself, BOBBI JO WOJEWODA, WADE WOJEWODA, and others known and unknown to the Grand Jury qualify for mortgage loans through fraudulent means. During the conspiracy, BOWERS-DANIELSON used false statements, false and misleading lease agreements, fake payroll records, and other false and misleading documents, statements, and omissions for the purpose of helping borrowers (including herself) qualify for loans for which they should not have qualified.

5. It was part of the conspiracy that BOBBI JO WOJEWODA prepared and submitted fraudulent appraisals for the purpose of helping herself, WADE WOJEWODA, BOWERS-DANIELSON, and others known and unknown to the Grand Jury qualify for mortgage loans. BOBBI JO WOJEWODA falsified property details, knowingly and intentionally used inappropriate comparable properties, used the electronic signature of her supervisory appraiser without authority, and took other fraudulent steps to ensure the appraised value on each loan would be high enough to allow borrowers to obtain financing and often receive substantial cash from the lender at closing.

6. It was part of the conspiracy that on or about August 20, 2003, BOBBI JO WOJEWODA and WADE WOJEWODA, obtained a mortgage loan from HomeServices Lending LLC d/b/a MidAmerican Home Services Mortgage, a financial institution, for the purchase of property in the 4600 block of Oakwood Lane, West Des Moines (the "Oakwood Lane Property"). BOWERS-DANIELSON served as loan originator on the transaction. In the

process of obtaining the loan, the following false and misleading statements, acts, and omissions were made, among others:

- a. BOBBI JO WOJEWODA and WADE WOJEWODA signed a false and misleading lease agreement indicating that they were renting their prior residence, in the 100 block NW Westwood, Ankeny, Iowa, for \$3,000 per month and thus had sufficient rental income to qualify for the loans to purchase the Oakwood Lane Property. BOWERS-DANIELSON caused the lease agreement to be submitted to the lender with knowledge of its falsity;
- b. BOBBI JO WOJEWODA and WADE WOJEWODA signed a loan application falsely stating that they had \$3,000 per month in gross rental income in connection with their prior residence, when in reality they were attempting to sell the residence and had no rental income from it;
- c. BOBBI JO WOJEWODA sold a vehicle on or about August 10, 2003, and paid off the corresponding vehicle loan on or about August 13, 2003, for the purpose of ensuring that her debt-to-income ratio met the lender's standards as of August 20, 2003, all the while intending to purchase two new vehicles, including one from BOWERS-DANIELSON, the day after closing and thus knowing that her debt-to-income ratio would end up failing to satisfy bank requirements.

7. It was part of the conspiracy that in or about November and December 2003, BOWERS-DANIELSON and her husband obtained a mortgage loan from Wells Fargo Bank Iowa, N.A., a federally-insured financial institution, for the purchase of property in the 3600 block of NW 83rd Place, Ankeny. BOBBI JO WOJEWODA served as real estate agent for

BOWERS-DANIELSON in the transaction and prepared the appraisal. In the process of obtaining the loan, the following false and misleading statements, acts, and omissions were made, among others:

- a. BOWERS-DANIELSON arranged to receive a kickback in excess of \$100,000 from the seller following closing without the lender's knowledge;
- b. in order to conceal the kickback, the HUD-1 Settlement Statement listed a purchase price of \$625,000 rather than the real purchase price of approximately \$400,000;
- c. in order to conceal the kickback, BOWERS-DANIELSON and BOBBI JO WOJEWODA prepared and signed a purchase agreement listing a purchase price of \$625,000 rather than the real purchase price of approximately \$400,000;
- d. BOWERS-DANIELSON caused the submission of a loan application containing false statements regarding purchase price;
- e. BOWERS-DANIELSON submitted a fraudulent "Offer to Purchase Real Estate" to the lender indicating that BOWERS-DANIELSON had an agreement in place to sell her prior residence, in the 1300 block of NE Glen Drive, Ankeny, to G.A., when in reality no such agreement existed and the Glen Drive property was not sold until September of the following year;
- f. BOBBI JO WOJEWODA prepared and submitted a fraudulent appraisal stating a market value of \$675,000, when in reality the property was worth considerably less than \$675,000;

- g. BOBBI JO WOJEWODA concealed her involvement in the appraisal by submitting it under the name and electronic signature of J.L., whose identity is known to the Grand Jury;
- h. BOBBI JO WOJEWODA's appraisal listed the false purchase price of \$675,000 for the property despite her awareness as the buyer's real estate agent that the true sales price was approximately \$400,000.

8. It was part of the conspiracy that in or about February and March 2004, BOBBI JO WOJEWODA and WADE WOJEWODA obtained a "cash out refinance" loan from Wells Fargo, N.A., a federally-insured financial institution, on the Oakwood Lane property. BOWERS-DANIELSON served as loan originator. In the process of obtaining the loan, the following false and misleading statements, acts, and omissions were made, among others:

- a. BOBBI JO WOJEWODA or someone acting at her direction prepared a false "Profit & Loss" summary purporting to show her real estate commissions and expenses from the year 2003. The document did not match her actual commissions and falsely inflated the total commissions for 2003. BOWERS-DANIELSON submitted the false document to the lender with knowledge of its falsity.
- b. BOBBI JO WOJEWODA prepared and submitted a fraudulent appraisal assigning a market value of \$700,000 to the Oakwood Lane Property despite the property having been appraised for only \$500,000 in August 2003. The appraisal contained the following false and misleading statements and omissions, among others:

- (1) statements indicating that the appreciation in value was due to BOBBI JO WOJEWODA and WADE WOJEWODA making improvements to the property subsequent to purchasing it in August 2003, when in reality the listed improvements had been made prior to their purchase and were already taken into account in the August 2003 appraisal;
 - (2) the use of "comparable" properties that were not actually comparable and instead were used solely to inflate the appraised value of the Oakwood Lane Property; and
 - (3) the use of a forged electronic signature of J.L., whose identity is known to the Grand Jury, when in fact J.L. did not perform the appraisal or have any role in the transaction.
- c. BOBBI JO WOJEWODA or BOWERS-DANIELSON prepared a 1099-Misc falsely stating that WOJEWODA had over \$141,000 in non-employee compensation from Iowa Realty in 2003, when in reality WOJEWODA had only \$101,358 in non-employment compensation from Iowa Realty that year. BOWERS-DANIELSON submitted the false 1099-Misc despite knowing of its falsity.

9. It was part of the conspiracy that in or about July 2004, BOWERS-DANIELSON obtained a second mortgage loan from Wells Fargo Bank, N.A., a financial institution, on her property in the 3600 Block of 83rd Place, Ankeny, Iowa, the exact address known to the Grand Jury (the "83rd Place Property"). BOBBI JO WOJEWODA prepared the appraisal for the

property. In the process of obtaining the loan, the following false and misleading statements and omissions were made, among others:

- a. BOWERS-DANIELSON signed a loan application falsely stating \$15,000 per month in income, when in reality her income was considerably lower;
- b. one day after concerns were expressed by the loan underwriter regarding BOWERS-DANIELSON's debt-to-income ratio, BOWERS-DANIELSON "sold" her vehicle to BOBBI JO WOJEWODA for \$16,000 and submitted a check from BOBBI JO WOJEWODA to substantiate the sale, thus allowing her debt-to-income ratio to qualify for the loan. BOBBI JO WOJEWODA then "canceled" the sale immediately after BOWERS-DANIELSON closed the loan, and BOWERS-DANIELSON returned the \$16,000;
- c. BOWERS-DANIELSON prepared and submitted a false and misleading lease agreement indicating monthly rental income of \$2,100 per month from property she owned in the 1300 block of NE Glen Drive, Ankeny; and
- d. BOWERS-DANIELSON or someone acting at her direction prepared a false and misleading letter from MidAmerican Home Services purporting to confirm that her income was between \$15,000 and \$23,500 per month

10. It was part of the conspiracy that on or about April 11, 2005, BOWERS-DANIELSON obtained a "cash out refinance" loan of the 83rd Place Property from First Horizon Home Loans, a financial institution. BOBBI JO WOJEWODA prepared the appraisal for the property. In the process of obtaining the loan, the following false and misleading statements, acts, and omissions were made, among others:

- a. BOWERS-DANIELSON made false and misleading statements on the loan application regarding property value, income, and other matters;
- b. BOBBI JO WOJEWODA prepared a fraudulent appraisal stating a property value of \$781,000, when in reality the market value of the property was considerably less than \$781,000;
- c. the appraisal contains an unauthorized electronic signature of J.L. whose identity is known to the Grand Jury, when in fact J.L. did not perform the appraisal or have any role in the transaction; and
- d. an invoice was submitted with the appraisal indicating that it was "no charge," meaning that no check would be submitted to J.L. at the time of the loan closing and thus J.L. would remain unaware that an appraisal had been submitted under his signature;

11. It was part of the conspiracy that in or about June 2005, BOBBI JO WOJEWODA and WADE WOJEWODA obtained a "cash out refinance" loan from First Horizon Home Loans, a financial institution, on the Oakwood Lane Property. BOWERS-DANIELSON served as loan originator. In the process of obtaining the loan, the following false and misleading statements, acts, and omissions were made, among others:

- a. BOBBI JO WOJEWODA prepared an appraisal inflating the value of the Oakwood Lane Property;
- b. the appraisal contains an unauthorized electronic signature of J.L. whose identity is known to the Grand Jury, when in fact J.L. did not perform the appraisal or have any role in the transaction;
- c. the appraisal lists more square footage than the property actually has;

- d. an invoice was submitted with the appraisal indicating that it was "no charge," meaning that no check would be submitted to J.L. at the time of the loan closing and thus J.L. would remain unaware that an appraisal had been submitted under his signature; and
- e. BOBBI JO WOJEWODA and WADE WOJEWODA made false statements on the loan application regarding income and the value of the property.

12. It was part of the conspiracy that in or about August 2005, BOWERS-DANIELSON obtained a "cash out refinance" loan from First Horizon Home Loans, a financial institution, on a property in the 3700 block of Brook Ridge Court, the exact address known to the Grand Jury. BOBBI JO WOJEWODA prepared an appraisal for the property showing an increase in value of 45% in the 18 months since BOWERS-DANIELSON originally purchased it, with BOWERS-DANIELSON taking "cash out" from the transaction in an amount almost identical to the purported appreciation in value. In the process of obtaining the loan, the following false and misleading statements and omissions were made, among others:

- a. the appraisal contains an unauthorized electronic signature of J.L. whose identity is known to the Grand Jury, when in fact J.L. did not perform the appraisal or have any role in the transaction;
- b. the appraisal lists more square footage and provides a different floor plan than the property actually has;
- c. an invoice was submitted with the appraisal indicating that it was "no charge," meaning that no check would be submitted to J.L. at the time of the loan closing and thus J.L. would remain unaware that an appraisal had been submitted under his signature;

- d. BOWERS-DANIELSON prepared and submitted a false lease agreement indicating gross rental income of \$1,200 per month; and
- e. BOWERS-DANIELSON submitted a loan application falsely listing \$12,500 in monthly income and \$1,200 in gross rental income.

13. It was part of the conspiracy that in or about March 2007, BOBBI JO WOJEWODA and WADE WOJEWODA obtained a "cash out" refinance loan from First Horizon Home Loans, a financial institution, on the Oakwood Lane Property. BOWERS-DANIELSON served as loan originator. In the process of obtaining the loan, the following false and misleading statements and omissions were made, among others:

- a. BOBBI JO WOJEWODA and WADE WOJEWODA made false statements on the loan application regarding monthly income and property value;
- b. BOBBI JO WOJEWODA and BOWERS-DANIELSON provided false and misleading information to the appraiser regarding the value of the property, square footage of the property, and date of improvements to the property.

This is a violation of Title 18, United States Code, Sections 1344 and 1349.

THE GRAND JURY FURTHER CHARGES:

Count 2

(False Statements)

(Against Defendants BOBBI JO WOJEWODA and WADE WOJEWODA)

14. In or about August 2003, defendants BOBBI JO WOJEWODA and WADE WOJEWODA knowingly and intentionally made false statements and reports to HomeServices Lending, LLC d/b/a MidAmerican Home Services Mortgage, a financial institution, in connection with an application for a mortgage loan to purchase the Oakwood Lane Property, in that BOBBI JO WOJEWODA and WADE WOJEWODA signed and submitted a false lease

that BOBBI JO WOJEWODA and WADE WOJEWODA signed and submitted a false lease agreement and loan application indicating \$3,000 in monthly rental income from their prior residence in the 100 block of NW Westwood, Ankeny, Iowa, when in fact they had no such rental income.

This is a violation of Title 18, United States Code, Section 1014.

THE GRAND JURY FURTHER CHARGES:

**Count 3
(Bank Fraud)
(Against Defendant BOBBI JO WOJEWODA)**

15. In or about February 2004, defendant BOBBI JO WOJEWODA devised and executed a scheme and artifice to defraud Wells Fargo Home Mortgage, Inc., a federally-insured financial institution, and to obtain money, property, and property rights by means of materially false pretenses, representations, and omissions, in connection with a "cash out refinance" of the Oakwood Lane property.

16. It was part of the scheme and artifice that WOJEWODA or someone acting with her knowledge prepared and submitted to the lender a false "Profit & Loss" summary purporting to show her real estate commissions and expenses from the year 2003. The document did not match her actual commissions and falsely inflated her total commissions for 2003.

17. It was part of the scheme and artifice that WOJEWODA or someone acting with her knowledge prepared and submitted to the lender a false 1099-Misc stating that WOJEWODA had over \$141,000 in non-employee compensation from Iowa Realty in 2003, when in reality WOJEWODA had only \$101,358 in non-employment compensation from Iowa Realty that year.

18. It was part of the scheme and artifice that WOJEWODA prepared and submitted a fraudulent appraisal assigning a market value of \$700,000 to the Oakwood Lane Property despite

the property having been appraised for only \$500,000 in August 2003. The appraisal contained the following false and misleading statements and omissions, among others:

- a. statements indicating that the appreciation in value was due to WOJEWODA and her husband making improvements to the property subsequent to purchasing it in August 2003, when in reality the listed improvements had been made prior to their purchase and were already taken into account in the August 2003 appraisal;
- b. the use of "comparable" properties that were not actually comparable and instead were used solely to inflate the appraised value of the Oakwood Lane Property; and
- c. the use of a forged electronic signature of J.L., whose identity is known to the Grand Jury, when in fact J.L. did not perform the appraisal or have any role in the transaction.

This is a violation of Title 18, United States Code, Section 1344.

THE GRAND JURY FURTHER CHARGES:

**Count 4
(Bank Fraud)
(Against Defendant JAMIE BOWERS-DANIELSON)**

19. In or about June and July 2004, defendant JAMIE BOWERS-DANIELSON devised and executed a scheme and artifice to defraud Homeservices Lending LLC d/b/a MidAmerican Home Services Mortgage, a financial institution, and to obtain money, property, and property rights by means of materially false pretenses, representations, and omissions, in connection with a mortgage loan taken out by L.B., whose identity is known to the Grand Jury, for the refinance of property in the 1500 block of NE 70th Street, Ankeny, Iowa, the exact

address known to the Grand Jury. The purpose of the scheme was to help L.B. qualify for a loan for which he should not have qualified and receive cash back in the amount of \$5,588.24.

20. It was part of the scheme and artifice that BOWERS-DANIELSON knowingly prepared a false loan application stating that L.B. earned \$399 in monthly income from "Time Saver," when in reality L.B. did not work for any such company. BOWERS-DANIELSON submitted the false loan application to the lender.

21. It was part of the scheme and artifice that BOWERS-DANIELSON knowingly prepared a fraudulent Verification of Employment purporting to confirm L.B.'s employment with Time Saver. The Verification of Employment falsely stated that L.B. worked for Time Saver and included fictitious information regarding his income. BOWERS-DANIELSON forged the signature of G.A., a real person, on the verification. BOWERS-DANIELSON submitted the false Verification of Employment to the lender.

This is a violation of Title 18, United States Code, Section 1344.

THE GRAND JURY FURTHER CHARGES:

**Count 5
(Bank Fraud)
(Against Defendant JAMIE BOWERS-DANIELSON)**

22. In or about July and August 2004, defendant JAMIE BOWERS-DANIELSON devised and executed a scheme and artifice to defraud Wells Fargo Bank, N.A., a federally-insured financial institution, and to obtain money, property, and property rights by means of materially false, pretenses, representations, and omissions, in connection with a cash out mortgage loan on the 83rd Place Property.

23. It was part of the scheme and artifice that BOWERS-DANIELSON signed a loan application falsely stating \$15,000 per month in income, when in reality her income was considerably lower.

24. It was part of the scheme and artifice that one day after concerns were expressed by the loan underwriter regarding BOWERS-DANIELSON's debt-to-income ratio, BOWERS-DANIELSON "sold" her vehicle to WOJEWODA for \$16,000 and submitted a check from WOJEWODA to the lender to substantiate the sale, thus allowing her debt-to-income ratio to qualify for the loan.

25. It was part of the scheme that BOWERS-DANIELSON prepared and submitted a false lease agreement indicating monthly rental income of \$2,100 per month from property she owned in the 1300 block of NE Glen Drive, Ankeny.

26. It was part of the scheme that BOWERS-DANIELSON submitted a false and misleading letter on MidAmerican Home Services letterhead to the lender purporting to confirm that her income was between \$15,000 and \$23,500 per month.

This is in violation of 18 U.S.C. § 1344.

THE GRAND JURY FURTHER CHARGES:

**Count 6
(Bank Fraud)
(Against Defendant JAMIE BOWERS-DANIELSON)**

27. In or about August and September 2004, defendant JAMIE BOWERS-DANIELSON devised and executed a scheme and artifice to defraud Homeservices Lending LLC d/b/a MidAmerican Home Mortgage Services, a financial institution, and to obtain money, property, and property rights by means of materially false, pretenses, representations, and omissions, in connection with a mortgage loan taken out by J.D. and C.D., whose identities are

known to the Grand Jury, for the purchase of property in the 1300 block of NE Glen Drive, Ankeny, Iowa, the exact address known to the Grand Jury. The purpose of the scheme was to help J.D. and C.D. qualify for a loan for which they should not have qualified and indirectly receive cash back from the lender. BOWERS-DANIELSON was both the seller of the property and the loan originator for the loan.

28. It was part of the scheme and artifice that BOWERS-DANIELSON knowingly prepared a false loan application stating that J.D. earned \$1,495 in monthly income from "Time Saver," when in reality J.D. did not work for any such company. The loan application further falsely stated that J.D. and C.D. were renting their prior residence, in the 1000 block of NE Hyacinth Lane, Ankeny, Iowa, for \$1,900 per month, when in reality J.D. and C.D. had no such rental income. BOWERS-DANIELSON submitted the false loan application to the lender.

29. It was part of the scheme and artifice that BOWERS-DANIELSON knowingly prepared a fraudulent Verification of Employment purporting to confirm J.D.'s employment with Time Saver. The Verification of Employment falsely stated that J.D. worked for Time Saver and included fictitious information regarding his income. BOWERS-DANIELSON forged the signature of G.A., a real person, on the verification. BOWERS-DANIELSON submitted the false Verification of Employment to the lender.

This is a violation of Title 18, United States Code, Section 1344.

THE GRAND JURY FURTHER CHARGES:

**Count 7
(Bank Fraud)
(Against Defendant JAMIE BOWERS-DANIELSON)**

30. In or about November and December 2004, defendant JAMIE BOWERS-DANIELSON devised and executed a scheme to defraud Homeservices Lending LLC d/b/a

MidAmerican Home Services Mortgage, a financial institution, and to obtain money, property, and property rights by means of materially false pretenses, representations, and omissions, in connection with a mortgage loan taken out by J.D. and C.D., whose identities are known to the Grand Jury, for the refinance of property in the 1000 block of NE Hyacinth Lane, Ankeny, Iowa, the exact address known to the Grand Jury. The purpose of the scheme was to help J.D. and C.D. qualify for a loan for which they should not have qualified and receive cash back in the amount of \$1,196.25.

31. It was part of the scheme and artifice that BOWERS-DANIELSON knowingly prepared a false loan application stating that C.D. earned \$1,495 in monthly income from "Time Saver," when in reality C.D. did not work for any such company. The loan application also falsely stated that C.D. intended to occupy the property as her primary residence, when in reality C.D. lived at a different address and did not intend to make the Hyacinth Lane property her primary residence. BOWERS-DANIELSON submitted the false loan application to the lender.

This is a violation of Title 18, United States Code, Section 1344.

THE GRAND JURY FURTHER CHARGES:

**Count 8
(Bank Fraud)
(Against Defendant JAMIE BOWERS-DANIELSON)**

32. In or about December 2004, defendant JAMIE BOWERS-DANIELSON devised and executed a scheme and artifice to defraud Homeservices Lending LLC d/b/a MidAmerican Home Services Mortgage and to obtain money, property, and property rights by means of materially false pretenses, representations, and omissions, in connection with a mortgage loan taken out by M.D. and D.D., whose identities are known to the Grand Jury, for the purchase of

property in the 8400 block of NW 26th Street, Ankeny, Iowa. The purpose of the scheme was to help M.D. and D.D. qualify for a loan for which they should not have qualified.

33. It was part of the scheme and artifice that BOWERS-DANIELSON knowingly prepared a false loan application stating that M.D. worked as a "Foreman" for "Time Saver" and earned \$4,000 per month in income, when in reality M.D. did not work for any such company or earn income at that level. BOWERS-DANIELSON submitted the false loan application to the lender.

34. It was part of the scheme and artifice that BOWERS-DANIELSON prepared a fraudulent Verification of Employment purporting to confirm M.D.'s employment with Time Saver. The Verification of Employment falsely stated that M.D. worked for Time Saver and included fictitious information regarding his income. BOWERS-DANIELSON forged the signature of G.A., a real person, on the verification. BOWERS-DANIELSON submitted the false Verification of Employment to the lender.

This is a violation of Title 18, United States Code, Section 1344.

THE GRAND JURY FURTHER CHARGES:

**Count 9
(Bank Fraud)
(Against Defendant JAMIE BOWERS-DANIELSON)**

35. In or about March and April 2005, defendant JAMIE BOWERS-DANIELSON devised and executed a scheme and artifice to defraud First Horizon Home Loans, a financial institution, and to obtain money, property, and property rights by means of materially false, pretenses, representations, and omissions in connection with a cash out refinance of a second mortgage on the 83rd Place Property.

36. It was part of the scheme that BOWERS-DANIELSON submitted a loan application containing false statements regarding income and property value, among other things.

37. It was part of the scheme that BOWERS-DANIELSON submitted an appraisal on the property that falsely inflated its value, with knowledge of its falsity.

This is a violation of Title 18, United States Code, Section 1344.

THE GRAND JURY FURTHER CHARGES:

**Count 10
(Bank Fraud)
(Against Defendant BOBBI JO WOJEWODA)**

38. In or about June 2005, defendant BOBBI JO WOJEWODA devised and executed a scheme and artifice to defraud First Horizon Home Loans, a financial institution, and to obtain money, property, and property rights by means of materially false, pretenses, representations, and omissions in connection with a "cash out refinance" of the loan on the Oakwood Lane Property.

39. It was part of the scheme and artifice that BOBBI JO WOJEWODA signed and submitted a loan application containing false statements regarding income, assets, and the value of the property.

40. It was part of the scheme and artifice that BOBBI JO WOJEWODA prepared and submitted an appraisal containing the false and misleading statements and omissions:

- a. statements indicating that the appreciation in value was due to WOJEWODA and her husband making improvements to the property subsequent to purchasing it in August 2003, when in reality the listed improvements had

been made prior to their purchase and were already taken into account in the August 2003 appraisal;

- b. the use of "comparable" properties that were not actually comparable and instead were used solely to inflate the appraised value of the Oakwood Lane Property;
- c. the unauthorized electronic signature of J.L. whose identity is known to the Grand Jury, when in fact J.L. did not perform the appraisal or have any role in the transaction;
- d. more square footage than the property actually has;
- e. an invoice indicating that it was "no charge," meaning that no check would be submitted to J.L. at the time of the loan closing and thus J.L. would remain unaware that an appraisal had been submitted under his signature.

This is a violation of Title 18, United States Code, Section 1344.

THE GRAND JURY FURTHER CHARGES:

**Count 11
(Bank Fraud)
(Against Defendant JAMIE BOWERS-DANIELSON)**

41. In or about August 2005, JAMIE BOWERS-DANIELSON devised and executed a scheme and artifice to defraud First Horizon Home Loans, a financial institution, and to obtain money, property, and property rights by means of materially false, pretenses, representations, and omissions in connection with a cash out refinance of her mortgage loan on rental property in the 3700 block of Brook Ridge Court (the "Brook Ridge Court Property"), Des Moines, the exact address known to the Grand Jury.

42. It was part of the scheme and artifice that BOWERS-DANIELSON executed and submitted a loan application containing false and misleading statements regarding monthly income and assets.

43. It was part of the scheme and artifice that BOWERS-DANIELSON submitted a fraudulent appraisal for the property showing an increase in value of 45% in the 18 months since originally purchasing it, with BOWERS-DANIELSON taking "cash out" from the transaction in an amount almost identical to the purported appreciation in value. BOWERS-DANIELSON knew the appraisal was fraudulent at the time she submitted it.

44. It was part of the scheme and artifice that BOWERS-DANIELSON prepared and submitted a false lease agreement indicating rental income of \$1,200 per month.

This is a violation of Title 18, United States Code, Section 1344.

THE GRAND JURY FURTHER CHARGES:

**Count 12
(Bank Fraud)
(Against Defendant BOBBI JO WOJEWODA)**

45. In or about March 2007, defendant BOBBI JO WOJEWODA devised and executed a scheme and artifice to defraud First Horizon Home Loans, a financial institution, and to obtain money, property, and property rights by means of materially false, pretenses, representations, and omissions in connection with a "cash out refinance" of the Oakwood Lane Property.

46. It was part of the scheme and artifice that WOJEWODA made false statements on the loan application regarding monthly income and property value.

47. It was part of the scheme and artifice that WOJEWODA or someone acting at her direction and with her knowledge provided false and misleading information to the appraiser

regarding the value of the property, square footage of the property, and date of improvements to the property.

This is a violation of Title 18, United States Code, Section 1344.

THE GRAND JURY FURTHER CHARGES:

**Count 13
(Bank Fraud)**

(Against Defendant JAMIE BOWERS-DANIELSON and MATTHEW DANIELSON)

48. Beginning no later than April 2007 and continuing until at least August 2008, defendants JAMIE BOWERS-DANIELSON and MATTHEW DANIELSON devised and executed a scheme and artifice to defraud CitiMortgage, Inc., a federally-insured financial institution, and to obtain money, property, and property rights by means of materially false, pretenses, representations, and omissions, and aided and abetted the offense, in connection with the purchase of real estate in the 900 block of Rockcrest Road, Ankeny, Iowa (the "Rockcrest Property"), the exact address known to the Grand Jury.

49. The scheme and artifice to defraud had two closely-related goals: (1) to obtain a mortgage loan in the amount of \$320,228 from CitiMortgage, Inc. in MATTHEW DANIELSON's name for the purchase of the Rockcrest Property despite MATTHEW DANIELSON's lack of creditworthiness; and (2) to deceive the lender into failing to obtain the signature of JAMIE BOWERS-DANIELSON on the mortgage, thus allowing MATTHEW DANIELSON and JAMIE BOWERS-DANIELSON to qualify for a loophole in Iowa law that resulted in the mortgage being voided.

50. It was part of the scheme and artifice that MATTHEW DANIELSON, with the assistance of JAMIE BOWERS-DANIELSON, submitted a loan application containing

numerous false and misleading statements and omissions, including, but not necessarily limited to, the following:

- a. listing MATTHEW DANIELSON's marital status as "unmarried" when in fact he was married to JAMIE BOWERS-DANIELSON;
- b. listing his "present address" as 40xx Gardenia Lane, Ankeny, the exact address known to the Grand Jury, when in fact his address was in the 3600 block of NW 83rd Place, Ankeny;
- c. listing his "Base Employment Income" as \$12,916 per month, when in fact he had little or no income;
- d. failing to list himself as "Self Employed" at West Metro Motors, when in fact he owned the company; and
- e. listing his past employer as "Car Wholesaler, 1234 5th Street, Ankeny, IA," when in fact he never owned or worked for any such company.

51. It was part of the scheme and artifice that JAMIE BOWERS-DANIELSON prepared a fake paystub for MATTHEW DANIELSON from West Metro Motors, which MATTHEW DANIELSON then submitted to the mortgage broker. The fake paystub contained numerous false and misleading statements, including, but not necessarily limited to, the following:

- a. listing his address as 40xx Gardenia Lane, Ankeny;
- b. listing his tax filing status as "single";
- c. listing his monthly salary as \$12,916 per month;
- d. listing his year-to-date earnings as \$51,667.20, when in fact he had earned little or no income to date;

- e. listing amounts for federal and state withholdings that were not actually withheld or paid over to the federal or state governments.

52. It was part of the scheme and artifice that JAMIE BOWERS-DANIELSON or someone acting at her direction prepared a fake Form 1099-Misc for MATTHEW DANIELSON from a non-existent company called "Selby Consulting." MATTHEW DANIELSON then submitted the fake document to the loan originator. The Form 1099-Misc falsely showed more than \$83,000 in compensation to MATTHEW DANIELSON in the year 2006 and falsely listed MATTHEW DANIELSON's address as 40xx Gardenia Lane.

53. It was part of the scheme and artifice that MATTHEW DANIELSON caused a letter to be submitted to the lender containing false and misleading statements regarding: (1) the discrepancy between his listed address, 40xx Gardenia Lane, Ankeny, and other addresses that appeared on his credit report; and (2) whether he had an ownership interest in his place of business. MATTHEW DANIELSON's letter falsely stated that he has "been at my present address for just about 2 years" and misleadingly stated that other addresses appearing on his credit report were "addresses of family members I have lived with." It further falsely stated that he had no ownership interest in his place of business, when in fact he owned the company.

54. It was part of the scheme and artifice that MATTHEW DANIELSON and JAMIE BOWERS-DANIELSON structured the transaction so that the lender would submit a check at closing for \$48,228 to Time Saver Contracting Services, a business belonging to MATTHEW DANIELSON, for the ostensible purpose of finishing the basement and making other renovations to the Rockcrest Property. MATTHEW DANIELSON and JAMIE BOWERS-DANIELSON used the vast majority of the \$48,228 for purposes unrelated to finishing the basement or renovating the home.

55. It was part of the scheme and artifice that MATTHEW DANIELSON and JAMIE BOWERS-DANIELSON did not make a single payment on the mortgage loan for the Rockcrest Property following the closing of the loan on May 24, 2007.

56. It was part of the scheme and artifice that on or about August 6, 2008, MATTHEW DANIELSON made false and misleading statements under oath in Polk County District Court during a civil trial addressing the validity of the mortgage. MATTHEW DANIELSON's false and misleading statements include, but are not necessarily limited to, the following:

- a. falsely stating that no effort was made to mislead the lender regarding his marital status;
- b. falsely stating that his mother, G.A., did the payroll for West Metro Motors and provided the paystub that was submitted to the lender;
- c. falsely stating that the \$48,228 check to Time Saver Contracting Services was used to renovate the home, including finishing the basement;
- d. falsely indicating that the mortgage broker would have known MATTHEW DANIELSON's marital status at the time of the mortgage application process in April and May 2007 because the mortgage broker's "children attend the same daycare as my child," without disclosing that MATTHEW DANIELSON's child did not begin attending the daycare in question until January 2008.

This is a violation of Title 18, United States Code, Sections 1344 and 2.

THE GRAND JURY FURTHER CHARGES:

NOTICE OF FORFEITURE
(Against JAMIE-BOWERS DANIELSON and MATTHEW DANIELSON)

57. The Grand Jury restates and realleges the allegations contained in Count 13 of this Indictment for the purpose of alleging forfeitures under Title 18, United States Code, Section 982(a)(2)(A).

58. Upon conviction of Count 13 of this Indictment, defendants JAMIE BOWERS-DANIELSON and MATTHEW DANIELSON shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(2)(A), any property constituting, or derived from, proceeds obtained, directly or indirectly, as a result of the offense. The property to be forfeited includes, but is not limited to, the following: real property located in the 900 block of NW Rockcrest Road, Ankeny, Iowa, the exact address known to the Grand Jury.

59. If any of the property described above, as a result of any act or omission of defendant JAMIE BOWERS-DANIELSON or defendant MATTHEW DANIELSON, or both: (a) has been transferred or sold to, or deposited with, a third party; (b) has been placed beyond the jurisdiction of the court; (c) has been substantially diminished in value; or (d) has been commingled with other property which cannot be divided without difficulty, the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).

All pursuant to Title 18, United States Code, Section 982(a)(2)(A) and Title 28, United States Code, Section 2461(c).

A TRUE BILL.

/s/
FOREPERSON

Nicholas A. Klinefeldt
United States Attorney

By: /s/ Stephen H. Locher
Stephen H. Locher
Assistant United States Attorney